

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-32315 GFK
Chapter 13

Charles E. Esch and
Mary A. Esch,

Debtors.

NOTICE OF HEARING AND MOTION FOR RELIEF FROM STAY

TO: Debtors Charles E. Esch and Mary A. Esch; their attorney Robert J. Hoglund; United States Trustee; and all other entities specified in Local Rule 1204 (a):

1. General Motors Acceptance Corporation, ("GMAC"), a secured creditor in this Chapter 13 proceeding, by and through duly authorized and undersigned attorneys, moves the Court for the relief requested below, and gives notice of hearing.

2. The Court will hold a hearing on this motion on **November 8, 2004, at 10:30 a.m.**, before the Honorable Gregory F. Kishel, United States Bankruptcy Judge, in Courtroom No. 228b, 200 Federal Building, 316 North Robert Street, St. Paul, MN 55101.

3. Any response to this motion must be filed and delivered not later than November 3, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays and holidays), or filed and served by mail no later than October 28, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays).

UNLESS A RESPONSE OPPOSING THIS MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.

4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§ 157 and 1334, Bankruptcy Rule 5005, and Local Rule 1070-1. This is a core proceeding. The petition commencing this Chapter 13 case was filed on April 16, 2004. The case is now pending in this Court.

5. This motion arises under 11 U.S.C. § 362 and Bankruptcy Rule 4001. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 5005-4, 9006-1, 9013-1 and 9017-1. GMAC requests relief from the automatic stay under § 362 of the Bankruptcy Code to foreclose its security interest in certain personal property of the debtors as defined below.

6. On April 16, 2003, the debtors, Charles Esch and Mary Esch, executed a promissory note and security agreement in favor of GMAC, in the original principal amount of \$14,467.50, plus interest thereon at the stated rate, payable according to the terms and conditions therein, a copy of which is attached hereto as **Exhibit "A"**. Security for the promissory note consists of a security interest in a motor vehicle, a 2003 Chevrolet Cavalier, VIN # 1G1JC52F037200262. Proof of perfection of the security interest of GMAC is attached hereto as **Exhibit "B"**.

7. The promissory note is in default for failure to make payments when due since August 2004, a delinquency in the approximate amount of \$638.28. As of April 16, 2004, the amount due was a payoff balance of approximately \$11,649.71. On information and belief, the value of the vehicle is \$8,725.00 and the debtors have no equity in the vehicle.

8. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest in the vehicle.

9. Pursuant to 11 U.S.C. § 362(d)(1), a creditor may be granted relief from the automatic stay for cause, including lack of adequate protection. GMAC believes that cause exists to grant it relief from the automatic stay to foreclose its personal property security interest, for the following reasons:

a. GMAC has not been offered and is not being provided with adequate protection for its interest in the vehicle;

b. The vehicle subject to the security interest of GMAC continues to depreciate and decline in value; and the debtors have stopped making payments to GMAC.

10. Pursuant to 11 U.S.C. § 362(d)(2), a creditor may be granted relief from the automatic stay, if there is no equity in the property which is the subject of the motion, and property is not necessary for an effective reorganization. Here, the debtors have no equity in the vehicle that is the subject of this motion, and the vehicle is not necessary for an effective reorganization in this Chapter 13 proceeding.

11. If any testimony is necessary on any of the facts relative to this motion, testimony will be given by J. Wood, or some other representative of the Movant, General Motors Acceptance Corporation.

WHEREFORE, GMAC requests entry of an Order granting the relief from the automatic stay of 11 U.S.C. § 362, to allow it to foreclose its personal property security interest described above, and for such other and further relief as the court deems just and equitable under the circumstances.

Dated: October 20, 2004

RIEZMAN BERGER, P.C.

/s/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for GMAC

Buyer (and Co-Buyer, if any) Name and Address (include County and Zip Code) 2741 GREENBANK AVENUE North Oakdale, MN 55128	Creditor (Seller Name and Address) BILLMARCO INC DBA HINCKLEY CHEVROLET PO Box 306 HINCKLEY, MN 55037
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. Description of Vehicle: You agree to buy and the Creditor agrees to sell the following vehicle:

New or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use (or Which Purpose)
NEW	2003	CHEVROLET CAVALIER	4D SEDAN	1G1JC52P037200262	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business <input type="checkbox"/> Agricultural

If truck—Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 1.90%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 851.22	Amount Financed The amount of credit provided to you or on your behalf. \$ 14,457.50	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 15,318.72	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 1,500.00. \$ 15,318.72
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Your Payment Schedule Will Be:			
Number of Payments	Amount of Payments	When Payments Are Due	Or at Follows:
72	212.75	Monthly beginning 5/15/03	

Prepayment. If you pay off all your debt early you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes) \$ 16,300.00 (1)

2 Total Downpayment: Net Trade-In \$ 1,000.00 - Cash Downpayment \$ N/A = \$ 1,500.00

3 Other Charges (See other side of this contract for more information):

- Other Charges: 1996 PLINTHIN VIXAGE \$ 4,500.00 (2)

Your Trade-In is a Year Make Model \$ 11,800.00 (3)

4 Other Charges (See other side of this contract for more information):

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle \$ N/A

B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs \$ N/A

C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below: \$ N/A

D Official Fees Paid to Government Agencies \$ 757.00

E Taxes Not Included in Cash Price \$ 194.00

F Government License and/or Registration Fees (Itemize) L.I.C. 194.00 \$ 194.00

G Government Certificate of Title Fees \$ 10.00

H Other Charges (Seller must identify who will receive payment and describe purpose):

BILLMARCO INC DBA HINCKLEY CHEVROLET FOR SERVICE CONTRACT \$ 1,684.00

to BILLMARCO INC DBA HINCKLEY for FOR DOC FEE \$ 25.00

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 2,557.50 (4)

5 Amount Financed—Unpaid Balance (3 + 4) \$ 14,457.50 (5)

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company _____ Term _____ months

☒ \$ N/A Deductible Collision and other:

☒ Full Comprehensive including Fire, Theft and Combined Additional Coverage

☒ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

Coverage

☒ Fire, Theft and Combined Additional Coverage

Optional: If desired—☐ Towing and Labor costs ☐ Rental Reimbursement ☐ Gap Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4D of the itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Check the insurance desired: ☐ Life (Buyer) ☐ Life (Buyer/Co-Buyer) ☐ Life (Buyer Only)

☐ Disability, Accident and Health (Buyer Only)

(Name of Buyer) _____ (Home Office Address) _____

Under policy of designated insurer, maximum amount of insurance under this contract is \$ N/A, and the total amount of insurance under this and any other installment contract of the Buyer is limited to \$ N/A.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS

APRIL 16th, 2003

You signed this contract and received a copy on (the not date as Sunday)

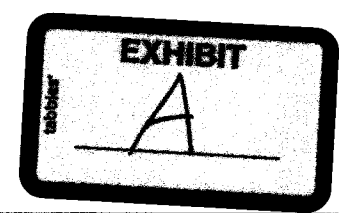
Buyer Signature _____ Co-Buyer Signature _____

Other owner's name _____ Address _____

Creditor Signature _____ By _____

If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan—Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse _____ Assigned without recourse or with limited recourse _____



OTHER IMPORTANT AGREEMENTS

Finance Charge. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid balance of the Amount Financed.

Late Payments and Early Payments. The schedule shown on the front of this contract for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments and Total Sale Price will be more if you pay late and less if you pay early. If all your scheduled payments are equal, changes will take the form of more or fewer payments of the same amount, with a larger final payment. If your final scheduled payment is larger than your earlier scheduled payments, changes will take the form of a larger or smaller final payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

Ownership and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without the Creditor's written permission. You agree not to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title. If the Creditor pays any repair bills, storage bills, towing bills, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

Security Interest. You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts included in the vehicle, (3) any insurance premiums and charges for service contracts returned to the Creditor, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health that are included in this contract. This security interest of all amounts you owe in this contract and in any transfer, renewal, extension or assignment of this contract. It also secures your other agreements in this contract.

Prepayment. You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of payment.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss of damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will be the premium for the insurance and a finance charge at the Annual Percentage rate shown on the front of this contract. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

Optional Insurance or Service Contracts. This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unused charges.

Insurance or Service Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy either insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account. You will be notified of what is done.

Required Repayment in Full Before the Scheduled Date. If you fail to pay any payment when due; if a proceeding in bankruptcy, receivership or insolvency is started by you or against you or your property; or if you break any of the agreements in this contract (including this), the Creditor can demand that you pay all you owe on this contract at once (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, and any amounts due because you did not keep contract promises.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Repossession of the Vehicle for Failure to Pay. Repossession means that, if you fail to pay according to the payment schedule or if you break any of the agreements in this contract (including this), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments). The entire amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, and all other amounts due, including the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. You must also cure any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Any charges for taking and storing the vehicle, cleaning and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

Collection Costs. If the Creditor hires an attorney to collect what you owe, you will pay the attorney's reasonable fee and any court costs. The attorney's fee will not exceed 10% of the amount that you owe.

Delay in Enforcing Rights and Changes of this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Warranty Seller Disclaims. You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranties, express or implied by the Seller, covering the vehicle unless the Seller extends a written warranty or service contract within 90 days from the date of this contract.

The foregoing disclaimer of implied warranties does not apply if this contract covers a new vehicle that was obtained primarily for personal use unless you were informed in writing prior to signing this contract that the vehicle was sold on an "as is" or "with all faults" basis and that you bear the entire risk as to the quality and performance of the vehicle.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which most vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay the Seller, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to Seller, GM, or any other holder of this contract.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER & VEHICLE SERVICES DIVISION
445 MINNESOTA ST., ST. PAUL, MN 55101
CONFIRMATION OF LIEN PERFECTION - DEBTOR NAME AND ADDRESS

ESCH MARY ANN
2741 GRESHAM AVE N
OAKDALE MN 55128

JWXB71

1ST SECUR

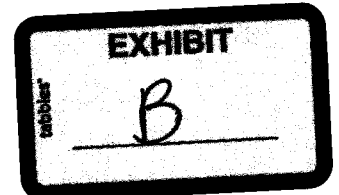
LIEN

03 Year	CHEV Make	4DCAC Model	B1270R365 Title NR.
1G1JC52F037200262 VIN	04/16/03 Security Data	N0 Rebuilt	

RETAIN THIS DOCUMENT - See reverse
side of this form for removing this lien.

GNAC
PO BOX 8122
COCKEYSVILLE MD

A7



UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Chapter 13

Mary A. Esch & Charles E. Esch,

Bky. No. 04-32315-GFK

Debtor(s).

Affidavit of J. Wood

I, J. Wood, of General Motors Acceptance Corporation, declare under penalty of perjury that the following is true and correct to the best of my knowledge, information and belief:

1. General Motors Acceptance Corporation has a security interest in the following (the "Collateral"):

N03 CHEVCAVALIER VIN/HIN: 1G1JC52F037200262.

2. \$11,649.71 is the outstanding balance under the contract as of October 18, 2004.

3. \$638.28 is the amount of the existing delinquency under the contract.


4. \$8,725.00 is the fair market value of the Collateral.

5. Yes Appropriate insurance has been verified.

6. 638.28 is the payment default under the Chapter 13 Plan.

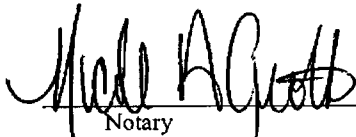
Further your affiant sayeth not.

Dated: 10/18/2004

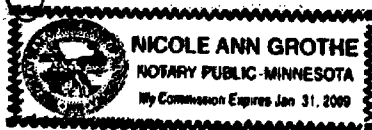


J. Wood
Bankruptcy Specialist
General Motors Acceptance Corporation

Subscribed and sworn to before me on October
18, 2004



Notary



**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-32315 GFK
Chapter 13

Charles E. Esch and
Mary A. Esch,

Debtors.

MEMORANDUM OF LAW

INTRODUCTION

General Motors Acceptance Corporation (“GMAC”) has made a motion for relief from the automatic stay. GMAC incorporates herein the facts set forth in the notice of hearing and motion for relief from stay.

There is one loan that is the subject of this motion secured by a security interest in a motor vehicle. The loan is in default for failure to make payments when due. GMAC seeks relief from the automatic stay to foreclose its personal property security interest. There is no equity in the vehicle.

ARGUMENT

Pursuant to 11 U.S.C. § 362(d)(1), a secured creditor may be granted relief from the automatic stay, including lack of adequate protection. The motion, filed by GMAC, for relief from the automatic stay demonstrates cause for relief from the stay for all reasons set forth in the motion. In the aggregate, these circumstances demonstrate cause for relief from the automatic stay. **United Savings Assn. of Texas v. Timbers of Innwood Forest Assoc. Ltd. (In re Timbers of Innwood Assoc. Ltd)**, 484 U.S. 365 (1988).

Also, there is little or no equity in the vehicle that is the subject of this motion and the vehicle is not necessary for an effective reorganization, which allows the stay to be lifted pursuant to 11 U.S.C. §362(d)(2). **In re Anderson**, 913 F.2d 530, 532 (8th Cir. 1990).

CONCLUSION

Based on the foregoing, GMAC requests that the Court issue an Order lifting and terminating the automatic stay provided by 11 U.S.C. §362(a) to permit GMAC to enforce and foreclose its personal property security interest.

DATED: October 20, 2004

RIEZMAN BERGER, P.C.

/s/ Marilyn J. Washburn
Marilyn J. Washburn, #0324140
7700 Bonhomme Ave., 7th Floor
St. Louis, MO 63105
(314) 727-0101
FAX (314) 727-1086
Attorneys for GMAC

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

Case No. 04-32315 GFK
Chapter 13

In Re:

Charles E. Esch and
Mary A. Esch,

Debtors.

UNSWORN DECLARATION FOR PROOF OF SERVICE

Marilyn J. Washburn, an attorney licensed to practice law in this court, and employed by Riezman Berger, P.C., with an office address of 7700 Bonhomme Avenue, 7th Floor, St. Louis, Missouri 63105, declares that, on the date listed below, I served a **Notice of Hearing for Relief from Stay, Memorandum of Law and Proposed Order** upon each of the entities named below by mailing to each of them a copy thereof by enclosing same in an envelope with first class postage prepaid and depositing same in the post office at St. Louis, Missouri, addressed to each of them as follows:

(Debtor)
Charles E. Esch
2741 Gresham Ave. North
Oakdale, MN 55128

(Chapter 13 Trustee)
Jasmine Z. Keller
12 South 6th Street, Suite 310
Minneapolis, MN 55402

(Debtor)
Mary A. Esch
2741 Gresham Ave. North
Oakdale, MN 55128

Office of the U.S. Trustee
1015 U.S. Courthouse
300 South 4th Street
Minneapolis, MN 55415

(Debtor's Attorney)
Robert J. Hoglund
P.O. Box 130938
Roseville, MN 55113

And I declare, under penalty of perjury, that the foregoing is true and correct.

Executed: October 20, 2004

Signed: /e/Marilyn J. Washburn

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In Re:

Case No. 04-32315 GFK
Chapter 13

Charles E. Esch and
Mary A. Esch,
Debtors.

ORDER

The above entitled matter before the Court for hearing on _____, 2004, on the motion of General Motors Acceptance Corporation, ("GMAC"), seeking relief from the automatic stay of 11 U.S.C. § 362(a). Appearances are as noted in the Court's record.

Based on the proceedings had on said date, the statement of counsel and all the files and records herein, the Court now find that cause exists entitling GMAC to relief from the automatic stay.

NOW, THEREFORE, **IT IS HEREBY ORDERED** that:

1. The automatic stay is immediately terminated as to GMAC and GMAC is authorized to proceed with its legal remedies according to state law as to the subject motor vehicle,

a 2003 Chevrolet Cavalier, VIN # 1G1JC52F037200262.

2. Notwithstanding Fed. R. Bankr. P. 4001(a)(3), this Order is effective immediately.

DATED at St. Paul, Minnesota, this _____ day of _____, 2004.

BY THE COURT:

Gregory F. Kishel
United States Bankruptcy Judge